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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMPANY PETITION NO. 860 OF 1999

Office Notes, Office Memoranda of Coram, appearances, Court's Orders or directions and Registrar's Order	Court's or Judge's Order

Ms. Pranjali Bhandari i/b. M/s. Suman Jain for the petitioner.

CORAM : ANOOP V.MOHTA, J.
DATE : 1ST NOVEMBER, 2007.

P.C. :-

. The petitioner has invoked section 433 r/w. 439 of the Companies Act as respondent company M/s. Penta Capsules Ltd. now Penta Pharma Dyes Ltd. failed to make payment of the amount due to the extend of Rs.20,49,422/- inspite of service of the statutory notice, apart from the repeated reminder for the same.

2. There is no reply to the said statutory notice. By

affidavit dated 31st October, 2007 petitioner has placed on record the statutory notice, postal acknowledgment and acknowledgment due to demonstrate the service of the notice. An affidavit of the service filed accordingly.

3. By affidavit dated 8th October, 2007 the petitioner has further informed that the reference under section 17(i) was dismissed as not maintainable on 12th October, 2007. Therefore, there is nothing pending before the B.I.F.R.

4. This court by order dated 15th December, 1999 after considering the averments made and as there was no affidavit in reply filed and as the averments remained uncontraverted, admitted the petition. The petitioner accordingly took necessary steps as per law. An affidavit of publication is also filed. The

notice under rule 28 of the Companies Act rule has already been sent.

5. None appeared for the petitioner even at the time of admission. The matter has been on board since long. In the result the averments as made in the petition remained uncontradictory till this date. There is an aknowledgment of the receipt of the amount to the extent of Rs.25 lakhs. The amount claimed remained unpaid. In the result, the petitioner has made out a case as prayed. The claim as raised is within limitation.

6. Resultantly, the company petition is allowed in terms of prayer clauses (a) and (b).

(ANOOP V. MOHTA, J.)